

DIRTT ENVIRONMENTAL SOLUTIONS, INC.

GENERAL SERVICES ADMINISTRATION CONTRACT

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Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!™, a menu-driven database system. The INTERNET address GSA Advantage!™ is: <http://www.GSAAdvantage.gov>.

Schedule Title: 056 - Buildings and Building Materials/Industrial Services and Supplies

FSC Group: 054 - Pre-Engineered/ Prefabricated Buildings and Structures

FSC Classes Product code(s) and/or Service Codes (as applicable) 10

Contract Number: GS-07F-0005T

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>.

Contract Period: September 30th, 2011 - September 30th, 2016

Contractor's Name Address and Phone number :

DIRTT Environmental Solutions, Inc.
325 Wells Street, Suite 210
Chicago, IL 60610
Phone: 312.285.6848
Fax: 312.245.2871
POC Email address: pgill@dirtt.net
and mnixon@dirtt.net

DIRTT ENVIRONMENTAL SOLUTIONS, INC.

Contract Administration Source:

DIRTT Environmental Solutions
7303 – 30th Street
Calgary, AB T2C 1N6
Phone: 403.723.5000
Fax: 403.723.6644
POC Email address: pgill@dirtt.net and mnixon@dirtt.net

POC: Pat Gill, GSA Government Sales
and Miles Nixon, VP Finance

Business Size: Small / Mfgr

CUSTOMER INFORMATION

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs):

SIN	DESCRIPTION
361-10B	In Plant Offices, Prefabricated Modular Wall/ Partitions Systems and Enclosures, Mezzanines and Wire Partitions (see pricing table attached)
361-30	Ancillary Services must be within the contract scope and its intended purpose and shall only be provided for orders on this Federal Supply Schedule for Pre-Engineered/Prefabricated Buildings and Structures (see rate table in document) This SIN Excludes: <ul style="list-style-type: none">- Construction (construction is defined as alteration, or repair of buildings, structures or other real property)- Stand-alone services applicable to the Service Contract Act (SCA)- Architect-Engineer (A/E) Services as defined by Federal Acquisition Regulation (FAR) Part 36
361-32	Installation and Site Preparation Services for pre-engineered/ Prefabricated Buildings and Structures (see rate table attached) This SIN Excludes: <ul style="list-style-type: none">- Architectural Engineering Services (A&E) under the Brooks Architect-Engineers Act as stated in Federal Acquisition Regulation (FAR) Part 36. These services shall be ordered only in accordance with Part 36 and agency procedures, and shall not be included on GSA contract order as an open market item.

DIRTT ENVIRONMENTAL SOLUTIONS, INC.

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

(Government Net Price based on a unit of one).

SIN	Model / Description	GSA Price including IFF
361-10B	Carpet Gripper	\$4.78
SIN	Model / Description	GSA Price including IFF
361-30	Design / Layout	\$83.30/ hr
SIN	Model / Description	GSA Price including IFF
361-32	Elevator Operator	\$61.00/ hr

2. MAXIMUM ORDER: SIN 361-10B: \$200,000; SIN 361-30: \$150,000, SIN 361-32: \$350,000

If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: \$0.00 - DIRTT Environmental Solutions; Inc. is offering a No Minimum.

4. GEOGRAPHIC COVERAGE: Domestic, 50 states, Washington, DC, Puerto Rico, US Territories and to a CONUS port or consolidation point for orders received from overseas activities.

5. POINT(S) OF PRODUCTION:

SIN	Manufacturer	Production Point	Country of Origin
361-10B/ 361-30/ 361-32	DIRTT Environmental Solutions (Moveable Walls)	DIRTT Environmental Solutions 7303 - 30 Street; Calgary Alberta, T2C 2N6 403.723.5000	Canada
361-10B/ 361-30/ 361-32	Tate Access Floors, Inc. (Raised Access Floor)	7510 Montevideo Road, Jessup, MD 20794 Tel:1-800-231-7788 Tel: 410-799-4200	United States
361-10B/ 36130/ 361-32	Lencore Acoustics Corp. (Sound Masking)	Lencore Acoustics Corp. 1 Crossways Park Drive West Woodbury, NY 11797 516.682.9292	United States

DIRTT ENVIRONMENTAL SOLUTIONS, INC.

6. DISCOUNT from list prices: 2%

DIRTT ICE ("Boston") list pricing program per Mod PO-0022, dated October 3, 2013

For calculation of the GSA Schedule price (price paid by customers ordering from the GSA Schedule, and the price to be loaded into GSA Advantage), the contractor should deduct the appropriate basic discount from the list price and add the prevailing IFF rate to the negotiated discounted price (Net GSA price). Current IFF rate is 0.75%.

The final Schedule contract award price is calculated as follows: Negotiated price divided by (1 minus .0075) which equates to Negotiated price divided by 0.9925. Example: $(\$100,000 / 0.9925) = \$100,755.67$

For Services the rates are the net rate (with IFF). See labor rates on last page.

7. QUANTITY DISCOUNTS: WALLS:

15% - on purchases over \$50,000

ELECTRICAL:

4% - on purchases of \$20,000 to \$50,000

10% - on purchases over \$50,000

8. PROMPT PAYMENT TERMS: 1% 20, net 30

Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. GOVERNMENT PURCHASE CARDS ARE ACCEPTED FOR ORDERS UP TO THE MICRO-PURCHASE THRESHOLD

9b. GOVERNMENT PURCHASE CARDS ARE NOT ACCEPTED FOR ORDERS ABOVE THE MICRO- PURCHASE THRESHOLD

10 FOREIGN ITEMS: All items are made in the USA or Canada

11a. TIME OF DELIVERY: 45 Days ARO (after receipt of order)

11b. EXPEDITED DELIVERY: None

11c. OVERNIGHT AND 2 DAY DELIVERY: None

11d. URGENT REQUIREMENTS: As Noted

Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12 F.O.B. POINT(S): Origin prepay and add

13. ORDERING ADDRESS(ES): DIRTT Environmental Solutions
c/o Distribution Partners (see list of Distribution Partners included)

14. PAYMENT ADDRESS: DIRTT Environmental Solutions
7303, 30th St, SE,
Calgary, Alberta, T2C1N6 Canada

15. WARRANTY PROVISIONS: Standard Commercial Warranty as per warranty appendices,

RETURN POLICY: Due to the custom nature of all items offered, no return policy is available.

Each item is produced to meet exact requirements of the particular order.

16. EXPORT PACKING CHARGES: N/A

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE (any thresholds ABOVE the micro-purchase level: Contractor will accept Government Purchase Card for orders of \$3,000 or less.

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): NA

DIRTT ENVIRONMENTAL SOLUTIONS, INC.

- 19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): NA
- 20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF APPLICABLE): NA
- 20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A
- 21. LIST OF SERVICE AND DISTRIBUTION POINTS IF APPLICABLE: NA
- 22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): NA
- 23. PREVENTITIVE MAINTENANCE (IF APPLICABLE): NA

DIRTT ENVIRONMENTAL SOLUTIONS, INC.

24. ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency and/ or reduced pollutants):

Net Recycled Content by Weight:

DIRTT Solid Movable Walls 78%

DIRTT Glass Movable Walls 18%

DIRTT is the proud recipient of the 2006 Excellence In Partnership: Industry Green Contractor Award

<http://www.dirtt.net/environment/dirttImpact.pdf>

http://www.dirtt.net/environment/enviro_complete.pdf

25. DATA UNIVERSAL NUMBER SYSTEM: 179261420

26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR
REGISTRATION (CCR) (SAM) DATABASE: [Registration valid](#)

DIRTT ENVIRONMENTAL SOLUTIONS, INC.

WARRANTY

DIRTT Wall - Limited Warranty

Limited Warranty

DIRTT Environmental Solutions ("DIRTT"), 7303 – 30th Street SE, Calgary, AB Canada T2C 1N6, warrants the products sold by DIRTT to be free from defects in material and workmanship in normal use and service. DIRTT will repair or replace any defective parts falling under this limited warranty for ten (10) years from the date of purchase and will be responsible for reasonable labor and shipping costs incident to repairing or replacing any such defective parts, subject to the exclusions set forth herein. This limited warranty does not cover any damage that occurs as a result of installation or normal wear and tear. This limited warranty will also not cover any damage from force majeure.

The benefits of this limited warranty shall extend only to the original buyers of DIRTT products purchased through DIRTT's authorized Distribution Partners, and not to any subsequent purchasers or third parties. Any product, part, or component must have been installed, maintained and used in the manner in which they were intended according to DIRTT's published information at www.dirtt.net, in order to be eligible for coverage under this limited warranty and must not have been subject to misuse or abuse.

What Will We Do To Correct The Problems?

DIRTT will repair or replace, at DIRTT's option, any part of the product, or the entire product, that is defective in material or workmanship in normal use and service. DIRTT may require inspection by a factory representative prior to any repairs or replacement. For additional information regarding this warranty please contact your DIRTT Distribution Partner.

How Do You Get Service?

Contact your DIRTT Distribution Partner. He or she will identify or verify the problem and notify DIRTT. Pictures may also be needed to help the DIRTT Team determine problem areas. Warranty claims and resolution will be handled by your DIRTT Distribution Partner.

Are There Exceptions?

Some.

For example, DIRTT's warranty does not cover:

- Customer's Own Materials (COM) – textiles, finishes, etc.
- DIRTT tests Customer's Own Material (COM) and other client-supplied items for manufacturing quality only and does not provide any warranty with regard to these materials;
- Maintenance of other manufacturers' products, except to pass through their warranty where applicable and where possible;
- Normal wear and tear;
- Natural variations in wood grain or the presence of character marks;
- Changes in surface finishes due to aging or exposure to light;

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WARRANTY

- The colorfastness or the matching of colors of textiles, including an exact match to cuttings or to swatch cards;
- Products exposed to extreme environmental conditions or improper storage;
- Damage due to force majeure.

The Following Will Void The Warranty:

- Failure to apply, install or maintain products according to published DIRTT instructions and guidelines available at www.dirtt.net (If you do not already have one, you may either request a password to gain access to these documents, or have them emailed to you.);
- Any abuse, misuse, or accident;
- Alteration or modification of the product.

This Warranty Applies Worldwide:

EXCEPT FOR THE EXPRESS WARRANTY CONTAINED HEREIN, DIRTT MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES, HOWEVER ARISING, ARE HEREBY EXCLUDED. IN NO EVENT SHALL DIRTT BE LIABLE FOR ANY LOSS OF PROFITS OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME, AND THE SOLE REMEDY OF DIRTT DISTRIBUTION PARTNERS' AND THEIR CUSTOMERS SHALL BE, AT DIRTT'S ELECTION, REPAIR OR REPLACEMENT OF THE DEFECTIVE PART(S) OR PRODUCT(S) UNDER WARRANTY, OR THE RETURN OF ALL PAYMENTS RECEIVED BY DIRTT WITH RESPECT TO SUCH PRODUCT(S). THE REMEDIES SET FORTH IN THIS INSTRUMENT ARE EXCLUSIVE, AND THE LIABILITY OF DIRTT WITH RESPECT TO ANY CONTRACT OR SALE OR ANYTHING DONE IN

CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF THE PRODUCT(S) ON WHICH SUCH LIABILITY IS BASED.

Effective August 1, 2005

DIRTT POWER - LIMITED WARRANTY

DIRTT Environmental Solutions ("DIRTT"), 7303 – 30TH Street SE, Calgary, AB Canada T2C 1n6, warrants the products sold by DIRTT Power to be free from defects in material and workmanship in normal use and service. DIRTT Power will repair or replace any defective parts falling under this limited warranty for ten (10) years from the date of purchase and will be responsible for reasonable labor and shipping costs incident to repairing or replacing any such defective parts, subject to the exclusions set forth herein. This limited warranty does not cover any damage that occurs as a result of installation or normal wear and tear.

This limited warranty will also not cover any damage from force majeure.

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WARRANTY

The benefits of this limited warranty shall extend only to the original buyers of DIRTT Power products purchased through DIRTT Power or DIRTT Power's authorized Distribution Partners, and not to any subsequent purchasers or third parties. Any product, part, or component must have been installed, maintained and used in the manner in which they were intended according to DIRTT Power's published information at www.DIRTT.net, in order to be eligible for coverage under this limited warranty and must not have been subject to misuse or abuse.

DIRTT Power will repair or replace, at DIRTT Power's option, any part of the product, or the entire product, that is defective in material or workmanship in normal use and service. DIRTT Power may require inspection by a factory representative prior to any repairs or replacement. Pictures may also be needed to help the DIRTT Power Team determine problem areas. Warranty claims and resolution will be handled by your DIRTT Power Distribution Partner. For additional information regarding this warranty please contact your DIRTT Power Distribution Partner.

EXCEPTIONS

The DIRTT Power warranty does not cover:

- Maintenance of other manufacturers' products, except to pass through their warranty where applicable and where possible;
- Normal wear and tear;
- Changes in surface finishes due to aging or exposure to light;
- Products exposed to extreme environmental conditions or improper storage;
- Damage due to force majeure.

THE FOLLOWING WILL VOID THE WARRANTY:

- Failure to apply, install or maintain products according to published DIRTT Power instructions and guidelines available at www.DIRTT.net.
- Any abuse, misuse, or accident;
- Alteration or modification of the product.

DIRTT ENVIRONMENTAL SOLUTIONS, INC.

WARRANTY

THIS WARRANTY APPLIES WORLDWIDE:

Except for the express warranty contained herein, DIRTT Power makes no representation or warranty of any kind, express, implied, or statutory, including, without limitation, implied warranties of merchantability or fitness for a particular purpose. All other warranties, however arising, are hereby excluded. In no event shall DIRTT Power be liable for any loss of profits or any special, indirect, incidental or consequential damages.

Even if advised of the possibility of the same, and the sole remedy of DIRTT Power distribution partners' and their customers shall be, at DIRTT Power's election, repair or replacement of the defective part(s) or product(s) under warranty, or the return of all payments received by DIRTT Power with respect to such product(s). The remedies set forth in this instrument are exclusive, and the liability of DIRTT Power with respect to any contract or sale or anything done in connection therewith, whether in contract, in tort, under any warranty, or otherwise, shall not, except as expressly provided herein, exceed the price of the product(s) on which such liability is based.

Effective August 2013

DIRTT ENVIRONMENTAL SOLUTIONS, INC.

WARRANTY

Labor Rates for Services

DIRTT Services Labour Rate Chart			
SIN	Skill Category	Unit of Issue	Proposed Government Rates
361 32	Project Manager: Responsible for managing the project at hand from planning stages to onsite delivery and install schedules through punch list and final project close out.	Per hour	\$135
361 30	Design/Layout Responsible for the overall design of a project, specifying product and finishes, verifying field measurements, as well as providing the necessary drawings for production and install.	Per hour	\$83.30
361 362	Interior Technician Foreman/Supervisor Responsible for executing the delivery and installation timeline laid out by the project manager. Responsible for laying out the job per the drawings and specifications. Coordinates the labor of his crew with the onsite electrician and data contractors to insure correctness and timely completion.	Per hour	\$95
361 362	Interior Technician Crew Member Responsible for erecting the walls and doors per the Foreman's plan of action.	Per hour	\$100
361 362	Interior Technician Laborer Primary function is to support the crew members by the timely unloading and staging of product and the cleanliness of the jobsite.	Per hour	\$70
361 362	Cleaner (Glass or Final Clean) Responsible for final "construction clean" i.e. cleaning of glass, walls, floor, doors etc. just before final walk through to establish punch list.	Per hour	\$70
361 362	Carpenter Touch Up Person Responsible for the touch up and repair of any damages found during the punch list walk through, i.e. scratches, dents, chips in the wood or metal.	Per hour	\$95
361 362	Elevator Operator Operates the elevator during the delivery phases of the project.	Per hour	\$61
361 362	Touch up Painter Repairs and paints any damages to the base building or "hard walls" that were sustained during construction.	Per hour	\$85
361 362	Electrician Responsible for installing the conduit, wires, outlets and switches per the plans and specifications. Also insure proper function of switch and outlet devices.	Per hour	\$100
361 362	Ceiling/Sheetrock Installer Responsible for installing drywall/sheetrock in accordance with all plans and drawings, able to make field adjustments as necessary.	Per hour	\$80
361 362	Technical Advisor Onsite assistance from the factory for the purpose of assisting the project foreman and providing onsite support for the crew. Trouble shoots and rectifies any factory related issues that may have arisen onsite.	Per hour	\$86
361 362	Data Technician Responsible for the installation of phone, data cables and devices.	Per hour	\$108
361 362	Warehouse Supervisor Supervises staff for warehouse duties, including shipping, receiving, stocking inventory. Prepares shipping reports. Authorizes shipments & returns. Maintains warehouse, makes work assignments, serves as POC.	Per hour	\$92
361 362	Warehouse Laborer As directed, performs warehouse duties, including shipping, receiving, stocking inventory.	Per hour	\$70
361 30	Installation Technician Training Provided by DIRTT to all Interior Technician crews and Distribution Partners to insure proper installation and function of the DIRTT product. Onsite Technical Advisor is an extension of this program.	Day Rate	\$490